

signature page is required (do not deliver the entire AOC). We recommend that you send the signature page by certified mail in order to allow you to confirm delivery.

b. Contact Person

You must send your signature pages to:

Darrin Swartz-Larson
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street (H-6-2)
San Francisco, California 94105

c. Deadline for Payment and Mechanics of Payment

As described in paragraph 6 (After Signing), above, EPA will notify those parties who have executed their signature page in a timely manner of the effective date of the AOC. (See AOC paragraph 53). Signatory parties will then have 60 days from the effective date to make the payment required by the AOC. The specific procedures for making payment will be specified at the time notice is issued to settling parties. (See AOC paragraphs 53 and 54).

JUL 4 1995

U.S. EPA
LORENTZ BARREL AND DRUM SUPERFUND SITE

S A S M & F

GUIDE TO ENCLOSED DOCUMENT REPORT AND TRANSACTION DOCUMENTS

Attached are the following documents that pertain to the individual, company, or entity listed on the top of the document report: (1) a transaction document report from the U.S. Environmental Protection Agency's Waste-In Database of Lorentz Barrel and Drum Company customers that sent barrels that may have contained a hazardous substance to the Lorentz Site, and (2) a copy of transaction documents.

DOCUMENT REPORT. The document report summarizes the transaction information contained in the database for the individual, company, or other entity listed on the document report. Transaction documents are receipt tickets, shipping memos, customer-generated purchase orders, and other documents maintained by the Lorentz Barrel and Drum Company that EPA believes reflect barrel shipments to the Lorentz Barrel and Drum facility. On the top line, you will see the entity's name and identification number, and the date of the report.

The report has five columns:

1. Date. The date column contains the date written on the document, which generally is the date that drums were received by or sent to the site. If the date column is blank, then the document generally is undated, or the date is illegible. The documents are listed in chronological order, with undated or illegible date documents at the beginning.
2. Ticket number. The ticket number column contains the ticket number that appears on those documents that are receipt tickets issued by the Lorentz Barrel and Drum Company (Lorentz) to the customer for barrels and drums received from the customer. If the ticket number is blank, then the document is not a Lorentz ticket, but generally is a document (such as an invoice) that the customer sent to the Lorentz Barrel and Drum Company.
3. Image number. The image number column contains the unique six-digit image number assigned to the customer documents in the microfiche/microfilm collection of the documents. The image number appears on each of the enclosed documents in the upper left corner.
4. Drums. The drums column contains the number of drums or barrels that the customer sent to Lorentz, as shown on each document. If a zero appears in this column, it indicates that the document is either a duplicate record, or that the barrel total information is illegible. The total number of drums appears at the bottom of this column.
5. Name on document. The name on document column generally shows the exact name that appears on the document.
6. Database identification. The database identification number is the unique number that has been assigned in the database to each document.

Attachment D



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

**75 Hawthorne Street
San Francisco, Ca. 94105-3901**

Appendix 3

**Administrative Order on Consent
U.S. EPA Docket No. 96-01**

LORENTZ BARREL AND DRUM SUPERFUND SITE

**ESTIMATE OF TOTAL CLEAN UP COSTS
AND PREMIUM JUSTIFICATION¹**

September 28, 1995²

- I. SUMMARY OF ESTIMATED TOTAL CLEAN UP COSTS**
- II. ESTIMATED CLEAN UP COSTS**
- III. PREMIUM JUSTIFICATION**
- IV. DETERMINING PRICE PER BARREL FOR DE MINIMIS PARTIES**
- V. DETERMINING STATE AND EPA PERCENTAGES OF COMBINED STATE AND EPA COSTS**
- VI. NUMBER OF BARRELS SENT TO THE SITE BY PRIOR SETTLORS WHO ARE DE MINIMIS PARTIES, MULTIPLIED BY STATE PRICE PER BARREL**

¹Price per barrel calculations based on EPA's July 29, 1994 Waste-In List.

²This document is identical to the September 15, 1994 "Estimate of Total Clean Up Costs and Premium Justification" except for minor text clarifications.

I. SUMMARY OF ESTIMATED TOTAL CLEAN UP COSTS

Federal

EPA past and future costs \$10,852,265

State

State of California past and future costs 5,190,309

Value of Settlements with Potentially Responsible Parties (PRPs)¹

Shallow Groundwater Task Force past and future costs 6,588,029

Removal Group past and future costs 1,599,312

Future Settlements with PRPs

Operable Unit 1 Operation & Maintenance 968,468

\$25,198,383

<u>Clean up Activity</u>	<u>EPA Costs</u>	<u>State Costs</u>	<u>PRP Costs</u>	<u>Future Settlement</u>	<u>TOTAL</u>
Operable Unit 2 (Shallow Groundwater)	\$434,848	\$108,653	\$6,588,029	0	\$7,131,530
Structures, Sump, and Debris Removal	\$31,959	\$13,378	\$1,599,312	0	\$1,644,649
Operable Unit 1 (Final Remedy)	\$10,385,458	\$5,068,278		\$968,468 (O&M)	\$16,422,204
<u>TOTAL</u>	\$10,852,265	\$5,190,309	\$8,187,341	\$968,468	\$25,198,383

¹EPA's oversight costs, which the PRPs have agreed to pay, have not yet been paid by the PRPs and are therefore excluded from the PRPs' costs and included in EPA's costs for the purposes of this cost estimate. For paragraphs 19 and 20 of AOC 96-01, EPA calculated the total value of the settlements by adding EPA's estimated oversight costs for OU-2 (\$438,848) to the estimated PRP costs for OU-2 (\$6,588,029) to derive the total of \$7,022,877, and adding EPA's estimated oversight costs for the Structures Removal (\$31,959) to the estimated PRP costs for the Structures Removal (\$1,599,312) to derive the total of \$1,631,271.

II. ESTIMATED CLEAN UP COSTS

Estimated EPA Costs for Operable Unit 2

A. EPA Oversight Costs	
Past Costs (through 12/31/93) ¹	359,867
Estimated Future Costs	
Oversight at \$4,206/yr., 28.5 years ²	63,172
Six 5-year reviews at \$4,630/yr. ³	11,809
TOTAL	\$ 434,848

Notes and Assumptions

1. Past costs through December 31, 1993 are summarized in the Itemized Cost Summary Report for Site ID number 9-X8, dated June 28, 1994 (Attachment 2).
2. Based on EPA oversight costs for the period of May 1992 to April 1993, EPA estimates 3 hours/month for Remedial Project Manager (RPM) oversight of OU-2, at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), and 10 hours/year for an EPA Office of Regional Counsel (ORC) attorney, at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour based on the most recent indirect rate listed in the June 28, 1994 Itemized Cost Summary Report (Attachment 2). An independent auditor determines the indirect rate for each EPA regional office. The \$73/hour figure in the July 28, 1994 Itemized Cost Summary Report was calculated based on the 1988 indirect cost total for Region 9.

Annual RPM total = 36 hours x \$33 =	\$1,188
Annual indirect costs = 36 hours x \$73 =	2,628
Annual ORC total = 10 hours x \$39 =	390
Annual Total Oversight Costs =	<u>\$4,206</u>

Since operation and maintenance (O & M) is projected to last for 30 years, the number of years estimated for oversight is 28.5 (1.5 years of oversight are included in past costs). The total present worth of annual O & M cost was calculated using a 5% annual interest rate for 28.5 years.

3. For each 5-year review, EPA estimates an additional 40 hours/year for the RPM, at \$33/hour, and an additional 10 hours/year for ORC at \$39/hour. Indirect costs are estimated at \$73/hour.

RPM total, 5-yr review year = 40 hours x \$33 =	\$1,320
Indirect costs, 5-yr review year = 40 hours x \$73 =	2,920
ORC total, 5-yr review year = 10 hours x \$39 =	390
Total Oversight Costs, 5-Year Review Year =	<u>\$4,630</u>

The total present worth of the six 5-year reviews was calculated using a 5% annual interest rate for each of the six years.

Estimated EPA Costs for Structures, Sumps, and Debris Removal Action

A.	EPA Oversight Costs	
	Past Costs (through 12/31/93) ¹	17,484
	Estimated Future Costs ²	14,475
	TOTAL	\$ 31,959

Notes and Assumptions

1. Past costs through December 31, 1993 are summarized in the Itemized Cost Summary Report for Site ID number 9-4N, dated June 28, 1994 (Attachment 2).
2. For the period January 1994 through April 1994, EPA estimates 5 hours/week for RPM oversight; for the period of May 1994 through September 1994, EPA estimates 2 hours/week for RPM oversight. Both periods are estimated at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93). For the period January 1994 through September 1994, EPA estimates 5 hours/month for an EPA ORC attorney, at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour based on the current Itemized Cost Summary Report (Attachment 2).

RPM total, 1/94 through 4/94 = 80 hours x \$33 =	\$2,640
RPM total, 5/94 through 9/94 = 40 hours x \$33 =	1,320
Indirect costs = (80 + 40) hours x \$73 =	8,760
ORC total = 45 hours x \$39 =	1,755
Total Oversight Costs =	\$14,475

Estimated EPA Costs for Operable Unit 1 (Final Remedy)

A.	Estimated Capital Costs ¹	\$ 1,001,522
C.	EPA Past Costs ²	8,580,329
D.	Estimated EPA Future Enforcement Costs ³	657,488
E.	Estimated EPA Oversight Costs	
	Oversight of Remedial Design/Remedial Action ⁴	69,654
	Oversight at \$4,206/yr., 30 years ⁵	64,656
	Six 5-year reviews at \$4,630/yr. ⁶	11,809
	TOTAL	\$10,385,458

Notes and Assumptions

1. EPA's August 26, 1993 Record of Decision (ROD) for Operable Unit 1 (OU-1) contains this estimate of capital costs for OU-1 (Attachment 3, Summary of Estimated Costs for the Selected Remedy).
2. Past costs through December 31, 1993 are summarized in the Itemized Cost Summary Report for Site ID number 9-89, dated June 28, 1994 (Attachment 2).
3. For the period of January 1994 to January 1996, EPA estimates 28 hours/week for an RPM at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), 30 hours/week for an EPA ORC attorney at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93), and 28 hours/week each for two EPA Office of Enforcement and Compliance Assurance (OECA) attorneys at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). These estimates assume that the RPM and OECA attorneys will each be spending 70% of their time on OU-1 enforcement activities; the ORC attorney, 75%. Indirect costs are estimated at \$73/hour based on the current Itemized Cost Summary Report (Attachment 2).

RPM total, 1/94 through 1/96 = 2912 hours x \$33 =	\$ 96,096
Indirect costs = 2912 hours x \$73 =	212,576
ORC total = 3120 hours x \$39 =	121,680
OECA total = (2912 x 2) hours x \$39 =	227,136
Total Future Enforcement Costs =	<hr/> \$657,488

4. For an 18-month period, EPA estimates 8 hours/week for 1) RPM review of Fund-lead remedial design (RD) or oversight of PRP-lead RD, and 2) RPM oversight of Fund-lead or PRP-lead remedial action (RA), at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), and 5 hours/month for an EPA Office of Regional Counsel (ORC) attorney at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour.

RPM total = 624 hours x \$33 =	\$20,592
Indirect costs = 624 hours x \$73 =	45,552
ORC total = 90 hours x \$39 =	3,510
Total RD Review/Oversight Costs =	<hr/> \$69,654

5. Based on EPA oversight costs for the period of May 1992 to April 1993 for OU-2, EPA estimates 3 hours/month for RPM oversight of OU-1, at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), and 10 hours/year for an EPA ORC attorney, at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour.

Annual RPM total = 36 hours x \$33 =	\$1,188
Annual indirect costs = 36 hours x \$73 =	2,628
Annual ORC total = 10 hours x \$39 =	390
Annual Total Oversight Costs =	<hr/> \$4,206

The total present worth of annual O & M cost was calculated using a 5% annual interest rate for 30 years.

6. For each 5-year review, EPA estimates an additional 40 hours/year for the RPM, at \$33/hour, and an additional 10 hours/year for ORC at \$39/hour. Indirect costs are estimated at \$73/hour.

RPM total, 5-yr review year = 40 hours x \$33 =	\$1,320
Indirect costs, 5-yr review year = 40 hours x \$73 =	2,920
ORC total, 5-yr review year = 10 hours x \$39 =	390
Total Oversight Costs, 5-Year Review Year =	<u>\$4,630</u>

The total present worth of the six 5-year reviews was calculated using a 5% annual interest rate for each of the six years.

Estimated PRP Costs for Operable Unit 2
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A. Capital Costs ¹	\$ 2,312,000
B. Operation & Maintenance	
First 2 years O & M ²	520,364
Estimated Future O & M, 1994 - 2022 (28 years), \$250,000/yr. ³	3,724,525
C. Estimate of PRP project management costs ⁴	31,140
TOTAL	<u>\$ 6,588,029</u>

Notes and Assumptions

1. The capital cost amount was provided by Sarah Flanagan, counsel for the Lorentz Shallow Groundwater Task Force (Task Force), the potentially responsible party (PRP) group performing the Operable Unit 2 (OU-2) work pursuant to a July 6, 1990 consent decree. This approximate amount represents actual expenses incurred by the Task Force for design and construction of OU-2, and is close to the \$2,022,000 amount estimated in EPA's September 22, 1988 OU-2 Record of Decision (ROD). The Task Force's letter describing OU-2 costs is attached as Attachment 4, and an EPA memorandum regarding a telephone call between EPA ORC and counsel for the Task Force regarding OU-2 costs is attached as Attachment 5.
2. The Task Force stated that O & M costs from May 1992 to March 1994 were \$477,000 (Attachments 4 and 5). Using this figure, which represented 22 months, EPA derived a monthly figure and estimated annual costs of \$260,182 for the first two years.
3. The Task Force estimated future O & M at \$200,000 to \$250,000 a year (Attachment 4). This figure is close to the \$198,000 annual O & M figure estimated in EPA's OU-2 ROD. While it is unknown how many years of groundwater remediation will be necessary in order to meet the requirements of the 1988 OU-2 ROD, this estimate uses a 30 years period based on EPA's conclusion in the 1993 OU-1 ROD that the intermediate and deep aquifers should be monitored for shallow groundwater contaminant

migration for 30 years or until concentrations of VOCs in the shallow groundwater no longer pose a threat to the deeper aquifers. The total present worth of annual O & M cost, from May 1994 to May 2022, was calculated using a 5% annual interest rate for 28 years.

4. The Task Force stated that its capital cost total and its total for the first two years of O & M do not include in-house technical services provided by two of its member companies: Romic (Steve Henshaw) and DuPont (Michael Parr). The Task Force did not provide any estimate of the value of their services. Faced with a choice of not including any amount for these service or developing its own, EPA chose to generate an estimate based on the amount of time the EPA Remedial Project Manager (RPM) during the period in question estimated for each individual. EPA based its hourly pay rate on the RPM's hourly payroll cost at the end of FY-92, since no salary information was provided by the Task Force.

EPA estimates for S. Henshaw 10 hours/week for 23 months, from the July 1990 consent decree entry through the May 1992 start of O & M, at \$30/hour. For M. Parr, EPA estimates 2 hours/week for 12 months, from the July 1990 consent decree entry to the July 1991 remedial design completion, and 2 hours/month for 11 months, from remedial design completion through the May 1992 start of O & M, both periods at \$30 hour.

Total for S. Henshaw = 920 hours x \$30/hour =	\$27,600
Total for M. Parr = (96 + 22) hours x \$30/hour =	3,540
Total for S. Henshaw and M. Parr =	<u>\$31,140</u>

Estimated PRP Costs for Structures, Sumps, and Debris Removal Action

A. Estimated Total Removal Costs ¹	\$ 1,599,312
TOTAL	<u>\$ 1,599,312</u>

Notes and Assumptions

1. The removal action total cost figure was provided by Bruce Klafter, counsel for the Removal Action Group, the PRP group performing the Structures, Sumps, and Debris Removal Action pursuant to an October 7, 1992 Administrative Order on Consent. The Removal Action Group's estimate included both the actual amount expended by the Removal Action Group through mid-February 1994, \$656,312, and an estimate of \$918,000 to complete the removal action. After EPA received this estimate, the RPM was informed by the Removal Action Group's project coordinator, Jennifer Hughes, that site paving costs would likely be higher than estimated; accordingly, the RPM modified the Removal Action Group's estimate to reflect a possible additional cost of \$25,000. The Removal Action Group's letter describing removal action costs is attached as Attachment 6.

Estimated Future Settlement Costs for Operable Unit 1 (Final Remedy)

A. Operation & Maintenance	
Estimated Total Present Worth of Annual O & M (30 years) ²	968,468
TOTAL	\$ 968,468

Notes and Assumptions

1. The OU-1 ROD contains this estimate of O & M for OU-1 (Attachment 3, Summary of Estimated Costs for the Selected Remedy). The total present worth of annual O & M cost was calculated using a 5% annual interest rate for 30 years.

Estimated State of California Costs
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See Attachment 1 for the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) estimate of State clean up costs.

III. PREMIUM JUSTIFICATION

De minimis settlements with EPA involve paying money in exchange for an agreement from EPA not to sue a party for the clean up costs. When de minimis settlements occur prior to or during the clean up of a Superfund site, total clean up costs are not known and are, therefore, estimated. In order to protect EPA against the risk that the clean up will cost more than estimated, or that further clean up will be required because the selected clean up remedy does not clean up the site as expected, EPA requires a premium payment from parties in exchange for EPA assuming financial and future clean up risks. The term "premium payment" refers to a risk apportionment device, similar to an insurance premium, under which the risk taken by EPA is offset by a premium in excess of the cost projected to complete the clean up. In this de minimis settlement for the Lorentz Barrel and Drum Superfund site, the settlement with EPA and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) involves paying money in exchange for an agreement from both EPA and DTSC not to sue a party for the clean up costs, except as provided in the Administrative Order on Consent.

Cost Overruns

EPA Office of Solid Waste and Emergency Response (OSWER) Directive 9834.7-1D, "Streamlined Approach for Settlements with De Minimis Waste Contributors under CERCLA Section 122(g)(1)(A)," provides that EPA may assign a premium of 100% if offering a covenant not to sue without a remedy cost reopener. This guidance also recommends adjusting premium amounts to reflect other concerns, and specifically states that site conditions may justify a lower premium. Although the factors below indicate some of the potential for Operable Unit 1 remedy cost overruns, OU-1 remedial action costs are relatively small in proportion to the estimated total clean up cost for the site: \$2 million of an estimated total cost of \$25 million, which amounts to 6% of the estimated total cost. Accordingly, site conditions justify a premium less than 100% for cost overruns.

A premium of 50% is assigned to the basic price per barrel to protect EPA and DTSC against cost overruns on the Operable Unit 1 remedial action. Operable Unit 2 is not considered here because future work on OU-2 will be performed by the Lorentz Shallow Groundwater Task Force, a group of PRPs, pursuant to a consent decree with EPA.

This premium was developed based on the following considerations:

1. The costs estimated in the August 26, 1993 Record of Decision for OU-1 were derived with a level of accuracy of -30/50% pursuant to EPA guidance.
2. Although SVE is effective in removing VOCs in homogeneous soil, it may be less effective in the heterogeneous soils at the Lorentz Site. Reduced SVE efficiency may result in a longer period of treatment or a greater level of effort than estimated.
3. Poorly-identified former agricultural wells and the original San Jose State University (SJSU) Stadium well are conduits that may pose major problems. Some wells may be inaccessible under residential structures. The condition of these conduits and lack of well construction details may make removal especially difficult.

Remedy Failure

OSWER Directive 9835.6, "Guidance on Premium Payments in CERCLA Settlements," states that two general factors should be considered in determining the amount of premium for future liability (in the event of remedy failure): "the likelihood that future remediation will be required and the cost of such remediation." The factors below indicate that it is not highly likely that future remediation will be

required based on the standard technologies used in the OU-1. Since it is possible that SVE may not remove VOCs from the principal threat soil at the site, the cost of such future remediation, if required, is discussed below.

With respect to Operable Unit 2, no remedy failure premium is necessary because the construction and operation and maintenance costs estimated for the most expensive alternatives considered in the 1988 Record of Decision are only slightly greater than the 1988 estimated costs for the selected remedy, and the estimated operation and maintenance costs of these alternatives are approximately equal to the current annual costs for the OU-2 remedy. In the event that the selected OU-2 remedial action fails, the costs associated with further work would not differ significantly from the costs estimated in this document.

A premium of 50% is assigned to the basic price per barrel to protect EPA in the event of a failure of the remedy selected for Operable Unit 1. As stated above, OU-1 costs are relatively small in proportion to the estimated total clean up cost for the site. Accordingly, a 50% premium provides sufficient protection in the event that further response action will be necessary in addition to the work specified in the Record of Decision.

This premium was developed based on the following considerations:

Likelihood that future remediation will be required:

1. Capping is a proven technology using asphaltic-concrete and common construction techniques. Maintenance of the cap also uses common construction practices. Repairs for erosion, cracking, and deterioration can be easily accomplished.
2. Installation and operation of the SVE system can be accomplished using readily obtainable technology and materials. SVE is already being employed at other cleanup sites.
3. SVE may not effectively remove VOC's in the heterogeneous soils at the site.

The costs of future remediation if required in the event of SVE failure:

1. Principal threat soil, if allowed to remain in place, could impact the groundwater. In order to consider the worst case scenario from a cost perspective, the most expensive alternative in the 1993 Record of Decision, excavation and off-site disposal, was evaluated. The excavation and off-site disposal alternative would reduce the likelihood of VOC migration into the groundwater by excavating 9,700 tons of principal threat soil. However, this

alternative would also excavate 55,300 tons of other contaminated soil, an unnecessary action since the selected remedy caps such soil. If future remediation is required because of SVE failure, it is likely that it would be necessary to only excavate and dispose of 9,700 tons of soil, an amount equal to 15% of the 65,000 tons described under the excavation and disposal alternative. Using this figure of 15% of the soil estimated in this alternative to derive an estimate of the cost of excavating and disposing of only the principal threat soil, a figure of \$1,294,221 is obtained. This estimate represents a figure 66% of the estimated OU-1 remedial action cost of \$1,969,990.

IV. DETERMINING PRICE PER BARREL FOR DE MINIMIS PARTIES

Basic Price per Barrel

Total Estimated Costs for Lorentz Site Clean Up *divided by* Total Number of Barrels on Waste-in List¹ = Price Per Barrel

$$\$25,198,383 / 2,578,440 = \$9.77 \text{ per barrel}$$

Price per Barrel with Premium

Total premium amount: 50% premium for cost overruns
 + 50% premium for remedy failure
 100% premium

(Price per barrel) plus (price per barrel multiplied by 100 percent premium):
(\$9.77) + (\$9.77 x 100%) = **\$19.54 per barrel**

V. DETERMINING STATE AND EPA PERCENTAGES OF COMBINED STATE AND EPA COSTS

Total Estimated State Past and Future Lorentz Site Costs	\$ 5,190,309
Total Estimated EPA Past and Future Lorentz Site Costs	<u>\$10,852,265</u>
	\$16,042,574

$$\text{State percentage of } \$16,042,574 = (5,190,309 / 16,042,574 = .3235) = 32\%$$

$$\text{EPA percentage of } \$16,042,574 = (10,852,265 / 16,042,574 = .6764) = 68\%$$

¹Based on EPA's July 29, 1994 Waste-In List.

VI. NUMBER OF BARRELS SENT TO THE SITE BY PRIOR SETTLORS WHO ARE DE MINIMIS PARTIES, MULTIPLIED BY STATE PRICE PER BARREL¹

Number of Barrels Attributed to Prior Settlers Who Are De Minimis Parties

Removal Action Group	53,867
Lorentz Shallow Groundwater Task Force	<u>45,836</u>
	99,703

State price per barrel

Total Estimated State Past and Future Lorentz Site Clean Up Costs *divided by* Total Number of Barrels on Waste-in List = Price Per Barrel

$\$5,190,309 / 2,578,440 = \2.01 per barrel

State price per barrel with 100% premium

$\$2.01 + \$2.01 = \$4.02$

Number of Barrels Sent to the Site by Prior Settlers in Who Are De Minimis Parties, Multiplied by State Price Per Barrel

99,703 barrels x \$4.02 = \$400,806

Attachments (available upon request)²

1. California Environmental Protection Agency, Department of Toxic Substances Control estimate of State clean up costs for the Lorentz Barrel and Drum Superfund site, dated July 1, 1994.

¹Based on EPA's July 29, 1994 Waste-In List. Prior settlers are the parties who have entered into agreements with EPA and have undertaken clean up work at the Lorentz Site. Such clean up work is estimated in value to significantly exceed the per barrel assessment of this settlement.

²To obtain a copy of these attachments, please call the Superfund De Minimis Hotline at 1-800-890-4219.

2. U.S. EPA Itemized Cost Summary Reports for the Lorentz Barrel and Drum Superfund site, dated June 28, 1994.
3. Summary of Estimated Costs for the Selected Remedy extracted from EPA's August 26, 1993 Record of Decision (ROD) for Operable Unit 1.
4. March 21, 1994 letter from Sarah Flanagan, counsel for the Lorentz Shallow Groundwater Task Force (Task Force), describing Operable Unit 2 costs.
5. EPA memorandum dated July 18, 1994 from Marcia Preston, ORC, regarding a telephone call with and counsel for the Task Force regarding Operable Unit 2 costs.
6. March 3, 1994 letter from Bruce Klafter, counsel for the Removal Action Group, describing removal action costs.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

IN THE MATTER OF:

Lorentz Barrel and Drum Site
San Jose, California

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. § 9622(g)(4)

U.S. EPA Docket No. 96-01

ADMINISTRATIVE ORDER
ON CONSENT

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. § 9622(g)(4), in order to settle specified United States Environmental Protection Agency ("EPA") claims under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within EPA Region IX, this authority has been delegated to the Hazardous Waste Management Division Director by Regional Order R290.45 (October 26, 1988). The State has jurisdiction over the matters set forth herein pursuant to the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 et seq. ("the California Hazardous Substance Account Act") and Section 121(f) of CERCLA, 42 U.S.C. § 9621(f). The State has claims against the Settling Parties pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a).

2. This Administrative Order on Consent is issued to each person identified in Appendix 1 ("Respondents"). Appendix 1 is incorporated herein by reference. The list of Respondents who submit executed signature pages to this Administrative Order on Consent by the date specified by EPA is contained in Appendix 2 (the "Settling Parties"). Appendix 2 is incorporated herein by reference. Each of the Settling Parties identified in Appendix 2 certifies that, to the best of its knowledge, it contributed no more than 1.0% (25,784 barrels) of the total hazardous substances sent to the Lorentz Barrel and Drum Site in San Jose, California ("the Site"), as this information is reflected in the July 29, 1994, waste-in list, and that it contributed waste of minimal toxic and hazardous effect in comparison to the other waste at the Site. This Consent Order provides for the reimbursement of response costs which have been or may be incurred in response to releases or threatened releases of hazardous substances, pollutants or contaminants at the Site.

3. This Consent Order was executed by the Parties in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order. Each Settling Party agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Settling Party further consents to and will not contest EPA jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. The Parties agree that this Consent Order is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in the Order.

II. STATEMENT OF PURPOSE

5. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site that allows the Settling Parties to settle their alleged liability for response costs that EPA and the State incurred or may incur at or in connection with the Site, in exchange for a release from further civil liabilities in connection with the Site, thereby avoiding difficult, prolonged, and complicated litigation among the Parties;

b. to simplify the remaining enforcement activities concerning the Site by eliminating a substantial number of parties from further involvement in the case; and

c. to reimburse EPA and the State for the Settling Parties' share of liabilities in connection with the Site and to reduce the alleged potential liabilities of the other potentially responsible parties without waiving EPA and the State's assertion of joint and several liability against any persons who are not signatories to this settlement.

III. PARTIES BOUND

6. This Consent Order shall apply to and be binding upon the Parties and their successors. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her. Any change in ownership, political configuration or corporate status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Party's responsibilities under this Consent Order. In the event of a conflict between this Order and any appendix, the Order shall control.

IV. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Order, including the attached appendices, the following definitions shall apply:

a. "Administrative Order on Consent" shall mean this "Consent Order" or "Order" and all appendices attached hereto; provided, however, that any reference to "EPA Order 92-29" is meant as a reference to that preexisting administrative order for removal work, and any reference to "EPA Order 95-01" is meant as a reference to that preexisting administrative order for de minimis settlement.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. "DTSC" shall mean the California Department of Toxic Substances Control and any predecessor and successor departments or agencies.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies.

e. "EPA's Future Response Costs" shall mean those costs incurred by the United States in connection with the Site on or after January 1, 1994, including but not limited to direct and indirect costs that the United States incurs in implementing or overseeing the remedy, or in enforcing this Consent Order.

f. "EPA's Past Response Costs" shall mean those costs, including but not limited to direct and indirect costs and interest, incurred by the United States prior to January 1, 1994, in connection with the Site.

g. "Lorentz Superfund Site De Minimis Escrow Account" shall mean the escrow account established pursuant to Paragraph 33 of EPA Order 95-01.

h. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral.

i. "Parties" shall mean "EPA," the "State" and the "Settling Parties."

j. "Prior Settlers" shall mean those de minimis parties that entered into one of the two settlements described in Paragraphs 19 or 20 of this Order.

k. "Respondents" shall mean those individuals, corporations and other entities listed in Appendix 1.

l. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

m. "Settling Parties" shall mean those entities listed in Appendix 2, who submit executed signature pages to this Administrative Order on Consent by the date specified by EPA.

n. "Site" shall mean the Lorentz Barrel and Drum Superfund Site, located in San Jose, California, including all land previously used for the Lorentz Barrel and Drum operations ("LB&D operations") and all areas where contamination emanating from the LB&D operations has come to be located.

o. "State" shall mean DTSC, California's Hazardous Substance Account and California's Hazardous Substance Cleanup Fund.

p. The "State's Future Response Costs" shall mean those costs incurred by the State in connection with the Site on or after January 1, 1994, including but not limited to direct and indirect costs that the State incurs in implementing and overseeing the remedy, or in enforcing this Consent Order.

q. The "State's Past Response Costs" shall mean those costs, including but not limited to direct and indirect costs and interest, incurred by the State prior to January 1, 1994, in connection with the Site.

r. "United States" shall mean the United States of America, its agencies, departments, and instrumentalities.

V. STATEMENT OF FACTS

8. The Lorentz Barrel and Drum ("LB&D") Superfund Site is located approximately 13 miles southeast of the southern tip of the San Francisco Bay, in San Jose, California. The Site is defined as all land previously used for LB&D operations and all areas where contamination emanating from the LB&D operations has come to be located. The Site includes a contaminated shallow groundwater plume area and properties containing contaminated soil, structures, debris and residues.

9. In 1984, EPA completed a Preliminary Assessment and Site Investigation, and proposed the Site for the National Priorities List ("NPL"), set forth at 40 C.F.R. Part 300, Appendix B. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the NPL on October 4, 1987. The Site is listed in DTSC's Expenditure Plan for the Hazardous Substance Cleanup Bond Act of 1984, pursuant to Health and Safety Code Section 25356.

10. The Site was operated as a barrel and drum recycling facility from 1947 to 1987. Empty or nearly empty barrels and drums, many of which contained residues of hazardous substances, were to sent to the LB&D Site by over 3,000 private and public sources throughout California and Nevada. LB&D Company personnel at the LB&D operations then cleaned, resealed and repainted the

barrels and drums for resale or reuse. Private sources included companies and individuals from the chemical, electronics, paint, ink, paper, health care and food industries. Public sources included military bases, research laboratories, cities and counties. Many drums and barrels arrived at the Site containing residual aqueous wastes, organic solvents, acids, oxidizers and oils. The soil and shallow aquifer at the Site are contaminated with the residual contents of the recycled barrels and drums, as well as with the chemicals used in the recycling operation.

11. In 1968, a City of San Jose industrial waste inspector ordered the LB&D Company to switch sump discharge from the Coyote Creek storm drain to the sanitary sewer. In the 1980's, various local, State, and Federal agencies investigated the LB&D operations and cited the owner for numerous violations of environmental laws. In response, the owner of the LB&D Company performed some clean-up work, but failed to remediate the Site adequately. The California Department of Health Services ("DHS") took over the clean-up of the Site in May, 1987. (DTSC is a successor agency to DHS. Prior to 1991, the jurisdiction of DTSC pursuant to Health and Safety Code, division 20, chapters 6.5 and 6.8, was carried out first as a program and then as a division of DHS. In 1991, through the Governor's Reorganization Plan No. 1, dated May 17, 1991 this jurisdiction was transferred to DTSC. All references to DTSC in this Consent Order include jurisdiction exercised by and actions conducted by the Toxic Substances Control Program and Toxic Substances Control Division of the Department of Health Services prior to the enactment of this reorganization plan.) In late 1987 and early 1988, DTSC and EPA conducted emergency response actions at the Site, including the removal of approximately 3,000 cubic yards of soils and sludge at the main sump area that were highly contaminated with polychlorinated biphenyls ("PCBs") and other hazardous substances. These wastes were transported to Kettlemen Hills, a permitted hazardous waste facility, for disposal. More than 26,000 drums and barrels were also crushed and transported to Kettlemen Hills for disposal. In December, 1987, DTSC turned over the lead role at the Site to EPA.

12. Hazardous substances within the definitions of both Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and Sections 25316 and 25317 of the California Health and Safety Code, have been or are threatened to be released into the environment at or from the Site. The contaminants at the Site are primarily volatile organic compounds ("VOCs"), pesticides, PCBs and some heavy metals.

13. Based on preliminary site assessment studies, EPA determined that contamination of the shallow groundwater aquifer at the Site presented an imminent hazard to human health and the environment, requiring an expedited cleanup. The shallow aquifer overlies the local municipal drinking water aquifer. EPA studies showed that the VOC-contaminated shallow groundwater plume had migrated nearly 2,000 feet to the north of the original LB&D

operations. In May 1988, EPA completed an Engineering Evaluation/ Cost Analysis and determined that a groundwater pumping and treatment system would be necessary to clean up the shallow aquifer at the Site. This determination was set forth in a Record of Decision dated September 25, 1988.

14. In 1988, EPA began conducting a Remedial Investigation and Feasibility Study to define the extent of additional contamination at the Site and to evaluate methods to address the remaining problems. EPA issued its Record of Decision regarding the additional cleanup necessary at the Site on August 26, 1993. This selected remedy is to include removal of additional contaminated soils and debris, construction of an asphaltic concrete "cap" over the Site and in-situ treatment of VOC-contaminated soil with soil vapor extraction.

15. In response to a release or threatened release of hazardous substances into the environment, EPA has undertaken response action at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response action in the future.

16. In response to a release or threatened release of hazardous substances into the environment, DTSC has undertaken response action at the Site under California Health and Safety Code Sections 25355 and 25358.3, and will undertake response action in the future.

17. In performing this response action, the United States has incurred and will continue to incur response costs at or in connection with the Site. As of December 31, 1993, the United States had incurred at least \$8,957,680.00 in past costs.

18. In performing this response action, the State has incurred and will continue to incur response costs at or in connection with the Site. As of December 31, 1993, the State had incurred at least \$4,653,382.00 in past costs. DTSC is currently reviewing and making final the indirect rate for fiscal year 1987 to 1988 through fiscal year 1992 to 1993. The indirect rate used to calculate the States' Past Response Costs for this settlement for these fiscal years is an adjusted interim rate. The amount that Settling Parties are required to pay pursuant to Section VIII of this Order will not be adjusted to reflect changes, if any, to the State's indirect rate.

19. In 1990, EPA entered into a judicial Consent Decree with the following eleven potentially responsible parties: E.I. duPont de Nemours & Company, Union Oil Company of California, KTI Chemicals Inc., Ashland Oil, Inc., International Business Machines Corp., Romic Chemical Corporation, Vi-Tex Packaging, Inc., Esselte Pendaflex Corporation, H.H. Robertson Company, Great Western Chemical Company, and A.J. Daw Printing Ink Company, Inc. U.S. v. E.I. duPont de Nemours & Co., et al., (N.D. Cal.) C-90-0488. The

signatories to the Decree, which was entered on July 9, 1990, have constructed and are currently operating the treatment system that will clean up the shallow groundwater aquifer. The Decree also provides that these parties will pay response costs related to the United States' oversight of the work performed under the Decree. The work performed and to be performed by this group and the costs to be paid pursuant to the Decree will total an estimated \$7,022,877.00. See Appendix 3. The barrels attributed to these parties by EPA total in the aggregate 237,737 in the July 29, 1994, waste-in list. Therefore, this group of parties has agreed to perform work and pay costs, the value of which collectively represents approximately \$29.54 per barrel.

20. On October 7, 1992, EPA entered into a separate administrative settlement agreement with the following seven companies: Eastman Kodak Company, Grace Sierra Horticultural Products Company, Hewlett-Packard Company, Minwax Company, Inc., National Semiconductor Corporation, National Starch and Chemical Corporation and Solvent Service Company, Inc. EPA Order No. 92-29. That agreement requires the companies to remove contaminated buildings, contaminated sumps, debris, drums with residues of hazardous substances, and asbestos wastes from the Site. The settlement also provides that these parties will pay response costs related to the United States' oversight of the work performed under the agreement. The work performed and to be performed by this group and the costs to be paid pursuant to this settlement will total an estimated \$1,631,271.00. See Appendix 3. The barrels attributed to these parties by EPA total in the aggregate 53,867 in the July 29, 1994 waste-in list. Therefore, this group of parties has agreed to perform work and pay costs, the value of which collectively represents approximately \$30.28 per barrel.

21. On May 23, 1995, EPA and DTSC entered into a separate administrative settlement agreement with 88 parties that qualified for a de minimis settlement under Section 122(g)(4) of CERCLA. EPA Order No. 95-01. These 88 parties included 15 of the 16 de minimis parties that had entered into one of the two settlements described in Paragraphs 19 and 20 ("Prior Settlers"), three agencies of the federal government, and 70 other parties that had not entered into one of the prior settlements. That agreement requires the settling parties that are not "Prior Settlers" to pay their allocated share of the total past and projected future response costs at the Site, plus a premium to cover the risk of potential cost overruns and remedy failure that EPA assumes in entering into a de minimis settlement. The parties that settled in EPA Order 95-01 that are not Prior Settlers are paying \$19.54 for each barrel they sent to the Site that may have contained hazardous substances. The Prior Settlers that joined the de minimis settlement, EPA Order 95-01, are paying \$1,000 each to enter the de minimis settlement since they have undertaken cleanup work at the Site the value of which collectively represents approximately \$30.00 per barrel. If the only de minimis Prior Settler that did not enter into the first de

minimis settlement (identified with an asterisk in Appendix 1) joins this settlement, this party shall pay \$1,000 to enter this second de minimis settlement.

22. Information currently known to EPA and DTSC indicates that each Settling Party listed in Appendix 2 to this Consent Order arranged for disposal or treatment at the Site, or arranged with a transporter for disposal or treatment at the Site, of a hazardous substance owned or possessed by such Settling Party, or accepted a hazardous substance for transport to the Site.

23. Information currently known to EPA and DTSC indicates that the amount of hazardous substances contributed to the Site individually by each Settling Party is minimal in comparison to other hazardous substances at the facility, and that the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

24. In developing the settlement embodied in this Consent Order, EPA and the State have considered:

a. the costs already incurred or committed in connection with remediating the Site, including EPA's Past Response Costs, the State's Past Response Costs, the costs incurred or committed pursuant to both the Consent Decree in U.S. v. E.I. duPont de Nemours & Co., et al. (N.D. Cal.) C-90-0488 and the administrative settlement embodied in EPA Order 92-29. The specific amounts or estimates calculated for each of these items is set forth in Appendix 3;

b. the potential costs of remediating the remaining contamination at the Site, including (i) reasonably ascertainable future response costs, including but not limited to the cost of implementing the remedial action consistent with the second Record of Decision for this Site (issued August 26, 1993) and costs for oversight of long term operation and maintenance of the overall remedy for the Site; (ii) possible cost overruns in implementing the second Record of Decision; and (iii) costs which may be incurred if EPA determines that the remedial action consistent with the Record of Decision is not protective of human health and the environment. The specific premiums or estimates calculated for each of these items is set forth in Appendix 3; and

c. the price per barrel amount paid by the settling de minimis parties to the administrative settlement with EPA and DTSC embodied in EPA Order 95-01.

25. The Respondents identified with a # sign next to their names in Appendix 1 have demonstrated to EPA and DTSC that they are unable to pay their allocated shares. EPA has analysed these Respondents' financial condition and has reduced the settlement

amounts these parties are required to pay to join this de minimis settlement as reflected in Appendix 1.

26. The payment required to be made by each Settling Party pursuant to this Consent Order is a minor portion of the total response costs at the Site.

VI. DETERMINATIONS

27. Based upon the Findings of Fact set forth above, EPA has made the following determinations:

a. The Lorentz Barrel and Drum Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Settling Party is a potentially responsible party within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

d. There has been an actual or threatened "release" of a hazardous substance from the Site as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

e. Prompt settlement with the Settling Parties is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

f. The amount of hazardous substances contributed to the Site by each Settling Party and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party does not exceed 1.0% (25,784 barrels) of the total hazardous substances sent to the Site as reflected in the July 29, 1994 waste-in list and therefore is minimal in comparison to other hazardous substances at the Site, as required by Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VII. ORDER

28. Based upon the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED AND ORDERED as follows.

VIII. PAYMENT

29. Each Settling Party shall pay the amount opposite its name in Appendix 2 to this Consent Order, as required under this Section. In the payment instruction letter issued to Settling Parties pursuant to Paragraph 54 (the "Payment Instruction Letter"), EPA shall instruct the Settling Parties to make their

payments in one of the following ways: (a) 100% of the amount set forth in column A of Appendix 2 to this Order to the Lorentz Superfund Site De Minimis Escrow Account, (b) 100% of the amount set forth in column A of Appendix 2 to this Order to an escrow account established for distribution of the settlement proceeds from this Order and approved by EPA ("Lorentz Superfund Site De Minimis Escrow Account #2"), or (c) the 68% amount in column B of Appendix 2 to EPA and the 32% amount in column C of Appendix 2 to the Cashier, DTSC.

30. If the Payment Instruction Letter instructs the Settling Parties that the payments are to be deposited into either the Lorentz Superfund Site De Minimis Escrow Account or the Lorentz Superfund Site De Minimis Escrow Account #2, within 60 days of the effective date of this Order each Settling Party shall pay the 100% amount in column A of Appendix 2 by certified or cashier's check made payable to the Lorentz Superfund Site De Minimis Escrow Account or to the Lorentz Superfund Site De Minimis Escrow Account #2, as directed by EPA. Each check shall reference the site name, the name and address of the Settling Party, and the EPA docket number for this action, 96-01, and shall be sent to the address provided to the Settling Parties by EPA in the Payment Instruction Letter, as provided in Paragraph 54.

31. The money deposited into either the Lorentz Superfund Site De Minimis Escrow Account or the Lorentz Superfund Site De Minimis Escrow Account #2 shall be divided between two sub-accounts, Sub-account One and Sub-account Two, at 32% and 68%, respectively. DTSC may direct that the money in Sub-account One be used only for any of the following purposes: reimbursement of the State's Future Response Costs; reimbursement of the State's Past Response Costs; and performance of future response actions at the Site. EPA may direct that the money in Sub-account Two be used only for any of the following purposes: reimbursement of EPA's Future Response Costs, reimbursement of EPA's Past Response Costs; performance of future response actions at the Site; and funding of a CERCLA Section 122(b)(3), 42 U.S.C. §9622(b)(3) special account for performance of future response actions at the Site.

32. If the Payment Instruction Letter instructs the Settling Parties to pay the 68% amount from column B of Appendix 2 to EPA and the 32% amount from column C of Appendix 2 to DTSC, within 60 days of the effective date of this Order the Settling Parties shall pay the amounts by two checks as follows:

a. One certified or cashier's check for the 68% amount as set forth in Column B of Appendix 2 to this Order shall be made payable to "The Lorentz Superfund Site Special Account" or as otherwise directed by EPA in the Payment Instruction Letter, and the Settling Parties shall send the check to the address provided to the Settling Parties in the Payment Instruction Letter.

b. One certified or cashier's check for the 32% amount as set forth in Column C of Appendix 2 to this Order shall be made payable to "Cashier, California Department of Toxic Substances Control," and sent to the address provided to Settling Parties in the Payment Instruction Letter.

c. Each check shall reference the site name, the name and address of the Settling Party, and the EPA docket number for this Order, 96-01.

33. Payment of money by Settling Parties into the Lorentz Superfund Site De Minimis Escrow Account, the Lorentz Superfund Site De Minimis Escrow Account # 2, the Lorentz Site Specific Special Account, or the DTSC account is not a fine, penalty or monetary sanction.

34. At the time each Settling Party sends any check pursuant to this Section, that Settling Party shall simultaneously send a copy of such check to the two people listed below:

Mr. Darrin Swartz-Larson, Remedial Project Manager
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street (H-6-2)
San Francisco, California 94105

Ms. Barbara J. Cook, P.E., Chief
Site Mitigation Branch
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710

IX. CIVIL PENALTIES

35. In addition to any other remedies or sanctions available to EPA, any Settling Party who fails or refuses to comply with any term or condition of this Consent Order may be subject to a civil penalty of up to \$25,000 per day for each such failure or refusal, pursuant to Sections 109 and 122(1) of CERCLA, 42 U.S.C. §§ 9609 and 9622(1).

X. CERTIFICATIONS OF EACH SETTLING PARTY

36. Each Settling Party certifies individually that to the best of its knowledge it contributed no more than 1.0% (25,784 barrels) of the total hazardous substances sent to the Site, as that total is reflected in the July 29, 1994 waste-in list, and that it contributed waste of minimal toxic and hazardous effect in comparison to the other waste at the Site.

37. Each Settling Party further certifies individually that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating

to its potential liability regarding the Site since receipt from EPA of an Information Request regarding the Site, pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Provision of false, fictitious, or fraudulent statements or representations to the United States may subject a Respondent to criminal penalties under 18 U.S.C. § 1001.

XI. COVENANTS BY EPA

38. In consideration of the payments that will be made by the Settling Parties under the terms of this Consent Order, and except as specifically provided in Section XIV of this Consent Order, EPA covenants not to sue or take administrative action against any of the Settling Parties pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a), and Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect with respect to each Settling Party upon the receipt of the entire payment from that Settling Party as required by Section VIII of this Consent Order. With respect to each Settling Party, these covenants not to sue are conditioned upon the complete and satisfactory performance by that Settling Party of its obligations under this Consent Order. These covenants not to sue extend only to the Settling Parties and their successors and do not extend to any other person.

XII. COVENANTS BY STATE OF CALIFORNIA

39. In consideration of the payments that will be made by the Settling Parties under the terms of this Consent Order, and except as specifically provided in Section XIV of this Consent Order, DTSC, California's Hazardous Substance Account and California's Hazardous Substance Cleanup Fund covenant not to sue or take administrative action against any of the Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and the California Hazardous Substance Account Act, California Health and Safety Code Sections 25300 et seq. relating to the Site. These covenants not to sue shall take effect with respect to each Settling Party upon the receipt of the entire payment from that Settling Party as required by Section VIII of this Consent Order. With respect to each Settling Party, these covenants not to sue are conditioned upon the complete and satisfactory performance by that Settling Party of its obligations under this Consent Order. These covenants not to sue extend only to the Settling Parties and their successors and do not extend to any other person.

XIII. COVENANTS NOT TO SUE BY SETTLING PARTIES

40. In consideration of EPA and the State's covenants not to sue set forth in Sections XI and XII, the Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, DTSC, California's Hazardous Substance

Account, or California's Hazardous Substance Cleanup Fund with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim under Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law, or any claims arising out of response activities at the Site. The covenant not to sue set forth in this Paragraph does not apply to any agencies of the United States that may have contributed hazardous substances to the Site that did not settle with EPA and DTSC in Order 95-01.

41. a. The Settling Parties also agree not to make any claims for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) with respect to the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 and 9612, or 40 C.F.R. § 300.700(d).

b. The Settling Parties also covenant not to sue and agree not to assert any claims or causes of action with respect to the Site or this Consent Order against any person determined by EPA to have contributed less than 25,784 barrels (1.0% of the total hazardous substances sent to the Site, based on the July 29, 1994 waste-in list) to the Site.

XIV. RESERVATIONS OF RIGHTS

42. The Covenants Not to Sue by EPA and the State set forth in Section XI and XII of this Consent Order do not pertain to any matters other than those expressly specified therein. The United States, including EPA, and the State of California, including DTSC, reserve, and this Consent Order is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to the following:

a. claims based on a failure to make the payments required by Section VIII of this Consent Order;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources;

d. liability for future disposal at the Site;

e. liability arising from the past, present, or future disposal, release or threat of release of hazardous substances outside of the Site;

f. claims by any agency or agent of the State of California other than DTSC, California's Hazardous Substance Account, or California's Hazardous Substance Cleanup Fund; or

g. liability for any failure of any Respondent to comply with the terms of any prior settlement, consent decree, administrative order or other document to which that Respondent was a signatory.

43. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, or the State of California, including DTSC, California's Hazardous Substance Account, and California's Hazardous Substance Cleanup Fund to seek or obtain further relief from any Settling Party if information not currently known to the EPA or the State is discovered which indicates that any Settling Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling Party no longer qualifies as a de minimis party at the Site because the Settling Party contributed greater than 1.0% (25,784 barrels) of the waste sent to the Site, as reflected in the July 29, 1994 waste-in list, or contributed wastes which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

44. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to enforce the terms of the Partial Consent Decree entered on July 9, 1990, in U.S. v. E.I. duPont de Nemours & Co., et al., C-90-0488, including EPA's authority to seek and obtain penalties for violations of that Decree.

45. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to enforce the terms of EPA Administrative Order No. 92-29, including EPA's authority to seek and obtain penalties for violations of that Order.

46. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, or the State of California, including DTSC, California's Hazardous Substance Account, and California's Hazardous Substance Cleanup Fund, to enforce the terms of EPA Administrative Order No. 95-01, including EPA's authority to seek and obtain penalties for violations of that Order.

XV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

47. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law. The United States, the State of California, and the Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and

causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto, except as provided in Paragraph 41.b.

48. The Parties agree that the actions undertaken by the Settling Parties in accordance with this Consent Order do not constitute an admission of any liability for any purpose by any Settling Party.

49. Subject to the reservation of rights set forth in Section XIV, the Parties agree that by entering into and carrying out all the terms of this Consent Order, each Settling Party will have resolved its liability to the United States relating to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5). With regard to claims for contribution against each Settling Party for matters addressed by this Consent Order, the Parties hereto agree that each Settling Party is entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as is provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

50. Subject to the reservation of rights set forth above, the Parties agree that by entering into and carrying out all the terms of this Consent Order, each Settling Party will have resolved its liability to the State relating to the Site pursuant to CERCLA Section 113(f)(2) and is entitled to such contribution protection as is provided by that section.

XVI. PUBLIC COMMENT

51. This Consent Order shall be subject to a thirty (30) day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i) and Section 7003(d) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973(d). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or modify consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

52. Before issuing this Consent Order, the EPA must obtain the written approval of the U.S. Attorney General or her designee of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4). This Consent Order will not become effective unless and until such approval is obtained.

XVIII. NOTICE OF SETTLEMENT APPROVAL AND EFFECTIVE DATE

53. The effective date of this Consent Order shall be the date upon which EPA issues written notice of settlement approval to the Settling Parties that both of the following have occurred: (1) the public comment period pursuant to Section XVI of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order; and (2) the EPA has obtained the written approval of the U.S. Attorney General or her designee. The Parties agree that Appendix 2 to this Consent Order, which contains the list of parties that submitted their executed signature pages to this Order by the date specified by EPA, will be the final document issued as Appendix 2 and sent to the Settling Parties on the effective date of this Consent Order.

54. In the document providing written notice of settlement approval as described in Paragraph 53, EPA shall provide Settling Parties with the Payment Instruction Letter, which shall instruct Settling Parties, in accordance with Section VIII of this Order, to make payment either as provided in Paragraph 30 or as provided in Paragraph 32 of this Order. The Payment Instruction Letter shall also provide Settling Parties with the name to which the check should be made payable and the name and address to which payment should be sent.

XIX. AMENDMENTS

55. This Consent Order may be amended by mutual agreement of EPA, the State and the Settling Parties. Any amendment to this Consent Order shall be in writing, signed by EPA, the State and the Settling Parties, and shall have as the effective date the date upon which EPA issues written notice to the State and the Settling Parties that the amendment is effective.

XX. COUNTERPARTS

56. This Consent Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

California Department of Toxic Substances Control

By: _____ Date _____
Barbara Cook
Chief, Site Mitigation Branch
California Department of Toxic Substances Control

U.S. Environmental Protection Agency

By: _____ Date _____
Keith Takata
Acting Director, Hazardous Waste
Management Division
Region IX, U.S. EPA

Consent and Authorization

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY: _____

TITLE: _____

DATED: _____

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Alphabetical Sort)

135,705
158,156

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
A & B PAINTING INC.	2049	40,037	27,225	12,811
ADHESIVE CONSULTANTS CORP.	19006	371,377	252,536	118,840
ALCAL ROOFING	408	7,972	5,421	2,551
ALCO IRON & METAL	1053	20,575	13,991	6,584
ALMADEN VINEYARDS INC.	1693	33,081	22,495	10,585
AMERICAN BAKERIES CO.	4269	83,416	56,723	26,693
AMERICAN BARREL & COOPERAGE	444	8,675	5,899	2,776
AMERICAN CONTRACTING	2779	54,301	36,925	17,376
AMERICAN HOME FOODS	10733	209,722	142,611	67,111
AMERICAN POLYTHERM	408	7,972	5,421	2,551
AMOCO	517	10,102	6,869	3,232
AN-FO MFG. CO.	344	6,721	4,570	2,150
ANACOMP	3314	64,755	44,033	20,721
ANDPAK EMA INC.	1513	29,564	20,103	9,460
ANELLO TRUCKING CO.	658	12,857	8,742	4,114
ANGRAY MERCHANDISING CORP.	323	6,311	4,291	2,019
APACHE ENTERPRISES	390	7,620	5,182	2,438
APEX MARBLE	2474	48,341	32,872	15,469
ARBEE SALES	866	16,921	11,506	5,414
ARTESIA DOOR CO.	540	10,551	7,175	3,376
B & W CHEMICAL INC.	1747	34,136	23,212	10,923
B. O. R. INDUSTRIES INC.	1400	27,356	18,602	8,753
BAY SIDE OIL CO.	5188	101,373	68,933	32,439
BEATRICE FOOD CO.	11970	233,893	159,047	74,846
BELEVADERE LABORATORIES	3464	67,686	46,026	21,659
BELL INDUSTRIES	1097	21,435	14,576	6,859
BISHOP INDUSTRIES CO.	406	7,933	5,394	2,538
BORDEN, INC.	2589	50,589	34,400	16,188
BRUCE CHURCH CO.	502	9,809	6,670	3,138
BUILDERS CABINET CO. INC.	831	16,237	11,041	5,196
BURKE INDUSTRIES CO.	3728	72,845	49,534	23,310
CAL STONE	456	8,910	6,058	2,851
CALDO OIL CO. INC.	5404	105,594	71,804	33,790
CALIFORNIA FIBERGLASS	1918	37,477	25,484	11,992
CALIFORNIA RESIN & CHEMICAL	10467	204,525	139,077	65,448
CALIFORNIA SODA CO.	2787	54,457	37,031	17,426
CALNAP TANNING CO.	4755	92,912	63,180	29,732
CAPITOL PACKAGING CO.	820	16,022	10,895	5,127
CENTRAL SOLVENTS & CHEMICAL	2125	41,522	28,235	13,287
CENTURY FIBERCRAFT	500	9,770	6,643	3,126
CHEM ART LABORATORIES	558	10,903	7,414	3,489
CHEMICAL COMPOUNDING CO.	2641	51,605	35,091	16,513
CHEMLINE INDUSTRIES	4453	87,011	59,167	27,843
CLASSIC SPAS INC.	759	14,830	10,084	4,745
CONCRETE CHEMICALS	304	5,940	4,039	1,900
COURAC OF MONTEREY INC.	5776	112,863	76,746	36,116
CRIST OIL CO.	903	17,644	11,998	5,646
CROSBY PAINT CO.	3951	77,202	52,497	24,704
CROWN ZELLERBACH CORP.	4627	90,411	61,479	28,931

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
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Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
DEL MONTE CORP.	3353	65,517	44,551	20,965
DEVCO OIL CO.	2492	48,693	33,111	15,581
DOPACO INC.	2656	51,898	35,290	16,607
DOUG AUSTIN & ASSOCIATES	2060	40,252	27,371	12,880
E & J GALLO WINERY	13904	271,684	184,745	86,938
E. F. HOUGHTON & CO.	7174	140,179	95,322	44,857
E. T. HORN CO.	1073	20,966	14,257	6,709
EAST BAY OIL CO.	405	7,913	5,381	2,532
ECONOMICS LABORATORY INC.	3918	76,557	52,059	24,498
ECONOMY CAR CENTER	318	6,213	4,225	1,988
FAR BEST CORP.	23451	458,232	311,598	146,634
FIDELITY ROOFING CO.	1270	24,815	16,874	7,941
FMC CORP.	13149	256,931	174,713	82,218
FORD MOTOR COMPANY	24044	469,819	319,477	150,342
FOUR STAR CONTAINER CO. INC.	15850	309,709	210,602	99,106
FULLER - O'BRIEN CORPORATION	8713	170,252	115,771	54,480
GAVALIN PETROLEUM	2989	58,405	39,715	18,689
GENERAL PRINTING INK CO.	3379	66,025	44,897	21,128
GEORGE M. STEIN PAINTING	941	18,387	12,503	5,883
GIBSON HOMANS CO.	5571	108,857	74,022	34,834
GLASFORMS INC.	1413	27,610	18,774	8,835
GLASPRO	747	14,596	9,925	4,670
GONZALES BUCKET CO.	5479	107,059	72,800	34,259
GOOD TIME FOODS INC.	1225	23,936	16,276	7,659
GRIFFITH LABORATORIES INC.	1790	34,976	23,784	11,192
GUARDIAN PACKAGING CORP.	2672	52,210	35,503	16,707
I E S	499	9,750	6,630	3,120
IMPERIAL COATINGS INC.	521	10,180	6,922	3,257
INDUSTRIAL CHEMICAL CO.	8469	165,484	112,529	52,954
INDUSTRIAL LABS	1260	24,620	16,741	7,878
INTEL	528	10,317	7,015	3,301
INTERNATIONAL PAPER CO.	7550	147,527	100,318	47,208
JACK HAMILTON	865	16,902	11,493	5,408
JACK HOLLAND SR. OIL CO.	10904	213,064	144,883	68,180
JERRY MELLO #	385	20	13	6
JHIRMACK	307	5,998	4,079	1,919
JOHN H. JONES #	13383	250	170	80
JOHNS-MANVILLE CO.	428	8,363	5,686	2,676
JONES CHEMICALS INC.	1269	24,796	16,861	7,934
KAISER ALUMINUM & CHEMICAL	410	8,011	5,447	2,563
KAISER CEMENT	543	10,610	7,214	3,395
KELLY PICKERING CHEMICAL	6945	135,705	92,279	43,425
KEM KAL MARBLE	1437	28,078	19,093	28,078
KOLTRON	780	15,241	10,364	4,877
LARSCO	549	10,727	7,294	3,432
LIBBY LABS	1233	24,092	16,383	7,709
LIBBY MCNEILL & LIBBY	18487	361,235	245,640	115,595
LOW PAINT CO. INC.	1082	5,607	3,813	1,794
LUBRICATING SPECIALTIES CO.	581	7,972	5,421	2,551

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LUCCA PACKING CO. OF	1355	26,476	18,004	8,472
LUNASTRAN	1743	34,058	23,159	10,898
MARKOVITS & FOX	772	15,084	10,257	4,827
MAYFAIR PACKING CO.	536	10,473	7,121	3,351
MCCORMICK-SCHILLING	4035	78,843	53,613	25,230
MCKESSON CORP.	2404	46,974	31,942	15,031
MEL SHALON BARREL & BAG CO.	18204	355,706	241,880	113,825
MICRO METALLICS CORP.	1423	27,805	18,907	8,897
MILLER & GIBSON	819	16,003	10,882	5,121
MITCO PETROLEUM CO.	2132	41,659	28,328	13,330
MONSANTO CHEMICAL CO.	19027	371,787	252,815	118,972
MYERS BARREL & DRUM CO.	23386	456,962	310,734	146,227
NATIONAL PRESERVE CO.	11750	229,595	156,124	73,470
NBK CORP.	1664	32,514	22,109	10,404
NESTLE CO. INC.	10897	212,927	144,790	68,136
NORDA INC.	2373	46,368	31,530	14,837
OWENS ILLINOIS GLASS CO.	5828	113,879	77,437	36,441
PACIFIC COAST LACQUER	1592	31,107	21,153	9,954
PACIFIC COAST PRODUCTS	2253	44,023	29,936	14,087
PACIFIC FIBERGLASS	650	12,701	8,636	4,064
PARKWAY SEALERS	632	12,349	8,397	3,951
PENINSULA MARBLE	499	9,750	6,630	3,120
PENINSULA OIL CO.	3095	60,476	41,123	19,352
PERRY WESTON	400	7,816	5,314	2,501
PERSONAL PRODUCTS CO.	7075	138,245	94,006	44,238
PRECISION TECHNICAL COATINGS	11834	231,236	157,240	73,995
PRESSURE VESSEL SERVICE	307	5,998	4,079	1,919
PRIMARK CO.	820	16,022	10,895	5,127
PROTECT-O-TOP	2361	46,133	31,371	14,762
PYRAMID PAINTING INC.	2630	51,390	34,945	16,444
QUATERNION CHEMICAL	726	14,186	9,646	4,539
R. & R. OIL CO.	2634	51,468	34,998	16,469
RACOR INDUSTRIES INC.	629	12,290	8,357	3,933
RAINBOW FIN CO.	669	13,072	8,889	4,183
RAINPROOF SYSTEMS CORP.	384	7,503	5,102	2,401
RAYTHEON CO.	1075	21,005	14,283	6,721
RHEEM MANUFACTURING CO.	2950	57,643	39,197	18,445
RIM INDUSTRIES INC.	615	12,017	8,171	3,845
ROHM & HAAS CALIFORNIA INC.	1716	33,530	22,800	10,729
ROMIC CHEMICAL CO. *	13343	1,000	680	320
RON AHLPORT INC.	4500	87,930	59,792	28,137
ROOFING ASSOCIATES	426	8,324	5,660	2,663
SAFEWAY STORES INC.	17799	347,792	236,498	111,293
SALINAS VALLEY OIL CO.	1295	25,304	17,206	8,097
SAN JOSE PETROLEUM CO.	1479	28,899	19,651	9,247
SAN JUAN POOLS	3858	75,385	51,262	24,123
SANTA CLARA KNOB CO.	587	11,469	7,799	3,670
SANTA CLARA TRANSPORTATION	626	7,542	5,128	2,413
SAVNIK & CO.	1165	22,764	15,479	7,284

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SIGNETICS CORP.	2334	45,606	31,012	14,594
SILICON CASTING	705	13,775	9,367	4,408
SIMPSON LEE PAPER CO.	869	16,980	11,546	5,433
SPENCER KELLOGG CO.	8094	158,156	107,546	50,610
STILES PAINT CO.	645	12,603	8,570	4,033
STUCCO STONE PROD.	348	6,799	4,623	2,175
STUTTS SCIENTIFIC SERVICE	687	13,423	9,128	4,295
SUPERIOR MARBLE	573	11,196	7,613	3,582
SUPERIOR PRODUCTS CO. INC.	782	15,280	10,390	4,889
TANDY CORP.	1432	27,981	19,027	8,954
TECHNICAL COATING	3504	68,468	46,558	21,909
TELEDYNE MCCORMICK SELPH	1530	29,896	20,329	9,566
TERALITE MFG.	1121	21,904	14,894	7,009
THOMAS J. LIPTON INC.	16242	317,368	215,810	101,557
TRESCO PAINT CO.	8734	170,662	116,050	54,611
TRI-CAL INC.	3782	73,900	50,252	23,648
TRI-VALLEY GROWERS PACKING	2004	39,158	26,627	12,530
TRIGON CORP.	2214	43,261	29,417	13,843
U. S. CELLULOSE CO. INC.	3552	69,406	47,196	22,209
U. S. PRINTING INK CORP.	4764	93,088	63,300	29,788
UNISYS	10683	208,745	141,947	66,798
UNITED TECHNOLOGY CORP.	5310	103,757	70,555	33,202
VALLEY VIEW PACKING CO. INC.	1951	38,122	25,923	12,199
VARIAN ASSOCIATES	1023	19,989	13,592	6,396
VELCON FILTERS INC.	1092	21,337	14,509	6,828
VENTURE CHEMICALS	1394	27,238	18,522	8,716
VERONICA FOODS CO.	3993	78,023	53,055	24,967
VIC HUBBARD SPEED & MARINE	352	6,878	4,677	2,200
VIKING CONTAINER CO.	676	13,209	8,982	4,226
WAYMIRE DRUM CO. INC.	531	10,375	7,055	3,320
WESCO OIL CO.	872	17,038	11,586	5,452
WEST COAST DOOR CO.	1168	22,822	15,519	7,303
WESTERN STATES OIL CO.	24570	480,097	326,466	153,631
WILLARD PRODUCTS	5248	102,545	69,731	32,814
WILLIAM FOX CO.	717	14,010	9,526	4,483
WITCO CHEMICAL CO.	5561	108,661	73,890	34,771
WORLD ASPHALT	1349	26,359	17,924	8,435
WRIGLEY CHEWING GUM CO.	4871	95,179	64,721	30,457
ZYCON CORP.	467	9,125	6,205	2,920
		13,185,982	8,966,468	4,238,608

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WESTERN STATES OIL CO.	24570	480,097	326,466	153,631
FORD MOTOR COMPANY	24044	469,819	319,477	150,342
FAR BEST CORP.	23451	458,232	311,598	146,634
MYERS BARREL & DRUM CO.	23386	456,962	310,734	146,227
MONSANTO CHEMICAL CO.	19027	371,787	252,815	118,972
ADHESIVE CONSULTANTS CORP.	19006	371,377	252,536	118,840
LIBBY MCNEILL & LIBBY	18487	361,235	245,640	115,595
MEL SHALON BARREL & BAG CO.	18204	355,706	241,880	113,825
SAFEWAY STORES INC.	17799	347,792	236,498	111,293
THOMAS J. LIPTON INC.	16242	317,368	215,810	101,557
FOUR STAR CONTAINER CO. INC.	15850	309,709	210,602	99,106
E & J GALLO WINERY	13904	271,684	184,745	86,938
JOHN H. JONES #	13383	250	170	80
ROMIC CHEMICAL CO. *	13343	1,000	680	320
FMC CORP.	13149	256,931	174,713	82,218
BEATRICE FOOD CO.	11970	233,893	159,047	74,846
PRECISION TECHNICAL COATINGS	11834	231,236	157,240	73,995
NATIONAL PRESERVE CO.	11750	229,595	156,124	73,470
JACK HOLLAND SR. OIL CO.	10904	213,064	144,883	68,180
NESTLE CO. INC.	10897	212,927	144,790	68,136
AMERICAN HOME FOODS	10733	209,722	142,611	67,111
UNISYS	10683	208,745	141,947	66,798
CALIFORNIA RESIN & CHEMICAL	10467	204,525	139,077	65,448
TRESCO PAINT CO.	8734	170,662	116,050	54,611
FULLER - O'BRIEN CORPORATION	8713	170,252	115,771	54,480
INDUSTRIAL CHEMICAL CO.	8469	165,484	112,529	52,954
SPENCER KELLOGG CD.	8094	158,156	107,546	50,610
INTERNATIONAL PAPER CO.	7550	147,527	100,318	47,208
E. F. HOUGHTON & CO.	7174	140,179	95,322	44,857
PERSONAL PRODUCTS CO.	7075	138,245	94,006	44,238
KELLY PICKERING CHEMICAL	6945	135,705	92,279	43,425
OWENS ILLINOIS GLASS CO.	5828	113,879	77,437	36,441
COURAC OF MONTEREY INC.	5776	112,863	76,746	36,116
GIBSON HOMANS CO.	5571	108,857	74,022	34,834
WITCO CHEMICAL CO.	5561	108,661	73,890	34,771
GONZALES BUCKET CO.	5479	107,059	72,800	34,259
CALDO OIL CO. INC.	5404	105,594	71,804	33,790
UNITED TECHNOLOGY CORP.	5310	103,757	70,555	33,202
WILLARD PRODUCTS	5248	102,545	69,731	32,814
BAY SIDE OIL CO.	5188	101,373	68,933	32,439
WRIGLEY CHEWING GUM CO.	4871	95,179	64,721	30,457
U. S. PRINTING INK CORP.	4764	93,088	63,300	29,788
CALNAP TANNING CO.	4755	92,912	63,180	29,732
CROWN ZELLERBACH CORP.	4627	90,411	61,479	28,931
RON AHLPORT INC.	4500	87,930	59,792	28,137
CHEMLINE INDUSTRIES	4453	87,011	59,167	27,843
AMERICAN BAKERIES CO.	4269	83,416	56,723	26,693
MCCORMICK-SCHILLING	4035	78,843	53,613	25,230
VERONICA FOODS CO.	3993	78,023	53,055	24,967

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CROSBY PAINT CO.	3951	77,202	52,497	24,704
ECONOMICS LABORATORY INC.	3918	76,557	52,059	24,498
SAN JUAN POOLS	3858	75,385	51,262	24,123
TRI-CAL INC.	3782	73,900	50,252	23,648
BURKE INDUSTRIES CO.	3728	72,845	49,534	23,310
U. S. CELLULOSE CO. INC.	3552	69,406	47,196	22,209
TECHNICAL COATING	3504	68,468	46,558	21,909
BELEVADERE LABORATORIES	3464	67,686	46,026	21,659
GENERAL PRINTING INK CO.	3379	66,025	44,897	21,128
DEL MONTE CORP.	3353	65,517	44,551	20,965
ANACOMP	3314	64,755	44,033	20,721
PENINSULA OIL CO.	3095	60,476	41,123	19,352
GAVALIN PETROLEUM	2989	58,405	39,715	18,689
RHEEM MANUFACTURING CO.	2950	57,643	39,197	18,445
CALIFORNIA SODA CO.	2787	54,457	37,031	17,426
AMERICAN CONTRACTING	2779	54,301	36,925	17,376
GUARDIAN PACKAGING CORP.	2672	52,210	35,503	16,707
DOPACO INC.	2656	51,898	35,290	16,607
CHEMICAL COMPOUNDING CO.	2641	51,605	35,091	16,513
R. & R. OIL CO.	2634	51,468	34,998	16,469
PYRAMID PAINTING INC.	2630	51,390	34,945	16,444
BORDEN, INC.	2589	50,589	34,400	16,188
DEVCO OIL CO.	2492	48,693	33,111	15,581
APEX MARBLE	2474	48,341	32,872	15,469
MCKESSON CORP.	2404	46,974	31,942	15,031
NORDA INC.	2373	46,368	31,530	14,837
PROTECT-O-TOP	2361	46,133	31,371	14,762
SIGNETICS CORP.	2334	45,606	31,012	14,594
PACIFIC COAST PRODUCTS	2253	44,023	29,936	14,087
TRIGON CORP.	2214	43,261	29,417	13,843
MITCO PETROLEUM CO.	2132	41,659	28,328	13,330
CENTRAL SOLVENTS & CHEMICAL	2125	41,522	28,235	13,287
DOUG AUSTIN & ASSOCIATES	2060	40,252	27,371	12,880
A & B PAINTING INC.	2049	40,037	27,225	12,811
TRI-VALLEY GROWERS PACKING	2004	39,158	26,627	12,530
VALLEY VIEW PACKING CO. INC.	1951	38,122	25,923	12,199
CALIFORNIA FIBERGLASS	1918	37,477	25,484	11,992
GRIFFITH LABORATORIES INC.	1790	34,976	23,784	11,192
B & W CHEMICAL INC.	1747	34,136	23,212	10,923
LUNASTRAN	1743	34,058	23,159	10,898
ROHM & HAAS CALIFORNIA INC.	1716	33,530	22,800	10,729
ALMADEN VINEYARDS INC.	1693	33,081	22,495	10,585
NBK CORP.	1664	32,514	22,109	10,404
PACIFIC COAST LACQUER	1592	31,107	21,153	9,954
TELEDYNE MCCORMICK SELPH	1530	29,896	20,329	9,566
ANDPAK EMA INC.	1513	29,564	20,103	9,460
SAN JOSE PETROLEUM CO.	1479	28,899	19,651	9,247
KEM KAL MARBLE	1437	28,078	19,093	28,078
TANDY CORP.	1432	27,981	19,027	8,954

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

<u>Customer Name</u>	<u>Total Drums</u>	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
MICRO MATAALLICS CORP.	1423	27,805	18,907	8,897
GLASFORMS INC.	1413	27,610	18,774	8,835
B. O. R. INDUSTRIES INC.	1400	27,356	18,602	8,753
VENTURE CHEMICALS	1394	27,238	18,522	8,716
LUCCA PACKING CO. OF	1355	26,476	18,004	8,472
WORLD ASPHALT	1349	26,359	17,924	8,435
SALINAS VALLEY OIL CO.	1295	25,304	17,206	8,097
FIDELITY ROOFING CO.	1270	24,815	16,874	7,941
JONES CHEMICALS INC.	1269	24,796	16,861	7,934
INDUSTRIAL LABS	1260	24,620	16,741	7,878
LIBBY LABS	1233	24,092	16,383	7,709
GOOD TIME FOODS INC.	1225	23,936	16,276	7,659
WEST COAST DOOR CO.	1168	22,822	15,519	7,303
SAVNIK & CO.	1165	22,764	15,479	7,284
TERALITE MFG.	1121	21,904	14,894	7,009
BELL INDUSTRIES	1097	21,435	14,576	6,859
VELCON FILTERS INC.	1092	21,337	14,509	6,828
LOW PAINT CO. INC.	1082	5,607	3,813	1,794
RAYTHEON CO.	1075	21,005	14,283	6,721
E. T. HORN CO.	1073	20,966	14,257	6,709
ALCO IRON & METAL	1053	20,575	13,991	6,584
VARIAN ASSOCIATES	1023	19,989	13,592	6,396
GEORGE M. STEIN PAINTING	941	18,387	12,503	5,883
CRIST OIL CO.	903	17,644	11,998	5,646
WESCO OIL CO.	872	17,038	11,586	5,452
SIMPSON LEE PAPER CO.	869	16,980	11,546	5,433
ARBEE SALES	866	16,921	11,506	5,414
JACK HAMILTON	865	16,902	11,493	5,408
BUILDERS CABINET CO. INC.	831	16,237	11,041	5,196
CAPITOL PACKAGING CO.	820	16,022	10,895	5,127
PRIMARK CO.	820	16,022	10,895	5,127
MILLER & GIBSON	819	16,003	10,882	5,121
SUPERIOR PRODUCTS CO. INC.	782	15,280	10,390	4,889
KOLTRON	780	15,241	10,364	4,877
MARKOVITS & FOX	772	15,084	10,257	4,827
CLASSIC SPAS INC.	759	14,830	10,084	4,745
GLASPRO	747	14,596	9,925	4,670
QUATERNION CHEMICAL	726	14,186	9,646	4,539
WILLIAM FDX CO.	717	14,010	9,526	4,483
SILICON CASTING	705	13,775	9,367	4,408
STUTTS SCIENTIFIC SERVICE	687	13,423	9,128	4,295
VIKING CONTAINER CO.	676	13,209	8,982	4,226
RAINBOW FIN CD.	669	13,072	8,889	4,183
ANELLO TRUCKING CO.	658	12,857	8,742	4,114
PACIFIC FIBERGLASS	650	12,701	8,636	4,064
STILES PAINT CO.	645	12,603	8,570	4,033
PARKWAY SEALERS	632	12,349	8,397	3,951
RACOR INDUSTRIES INC.	629	12,290	8,357	3,933
SANTA CLARA TRANSPORTATION	626	7,542	5,128	2,413

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RIM INDUSTRIES INC.	615	12,017	8,171	3,845
SANTA CLARA KNOB CO.	587	11,469	7,799	3,670
LUBRICATING SPECIALTIES CO.	581	7,972	5,421	2,551
SUPERIOR MARBLE	573	11,196	7,613	3,582
CHEM ART LABORATORIES	558	10,903	7,414	3,489
LARSCO	549	10,727	7,294	3,432
KAISER CEMENT	543	10,610	7,214	3,395
ARTESIA DOOR CO.	540	10,551	7,175	3,376
MAYFAIR PACKING CO.	536	10,473	7,121	3,351
WAYMIRE DRUM CO. INC.	531	10,375	7,055	3,320
INTEL	528	10,317	7,015	3,301
IMPERIAL COATINGS INC.	521	10,180	6,922	3,257
AMOCO	517	10,102	6,869	3,232
BRUCE CHURCH CO.	502	9,809	6,670	3,138
CENTURY FIBERCRAFT	500	9,770	6,643	3,126
I E S	499	9,750	6,630	3,120
PENINSULA MARBLE	499	9,750	6,630	3,120
ZYCON CORP.	467	9,125	6,205	2,920
CAL STONE	456	8,910	6,058	2,851
AMERICAN BARREL & COOPERAGE	444	8,675	5,899	2,776
JOHNS-MANVILLE CO.	428	8,363	5,686	2,676
ROOFING ASSOCIATES	426	8,324	5,660	2,663
KAISER ALUMINUM & CHEMICAL	410	8,011	5,447	2,563
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ALCAL ROOFING	408	7,972	5,421	2,551
BISHOP INDUSTRIES CO.	406	7,933	5,394	2,538
EAST BAY OIL CO.	405	7,913	5,381	2,532
PERRY WESTON	400	7,816	5,314	2,501
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AN-FO MFG. CO.	344	6,721	4,570	2,150
ANGRAY MERCHANDISING CORP.	323	6,311	4,291	2,019
ECONOMY CAR CENTER	318	6,213	4,225	1,988
JHIRMACK	307	5,998	4,079	1,919
PRESSURE VESSEL SERVICE	307	5,998	4,079	1,919
CONCRETE CHEMICALS	304	5,940	4,039	1,900
		13,185,982	8,966,468	4,238,608

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APPENDIX 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY LORENTZ BARREL AND DRUM SUPERFUND SITE (Rank Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
WESTERN STATES OIL CO.	24570	480,097	326,466	153,631
FORD MOTOR COMPANY	24044	469,819	319,477	150,342
FAR BEST CORP.	23451	458,232	311,598	146,634
MYERS BARREL & DRUM CO.	23386	456,962	310,734	146,227
MONSANTO CHEMICAL CO.	19027	371,787	252,815	118,972
ADHESIVE CONSULTANTS CORP.	19006	371,377	252,536	118,840
LIBBY MCNEILL & LIBBY	18487	361,235	245,640	115,595
MEL SHALON BARREL & BAG CO.	18204	355,706	241,880	113,825
SAFEWAY STORES INC.	17799	347,792	236,498	111,293
THOMAS J. LIPTON INC.	16242	317,368	215,810	101,557
FOUR STAR CONTAINER CO. INC.	15850	309,709	210,602	99,106
E & J GALLO WINERY	13904	271,684	184,745	86,938
JOHN H. JONES #	13383	250	170	80
ROMIC CHEMICAL CO. *	13343	1,000	680	320
FMC CORP.	13149	256,931	174,713	82,218
BEATRICE FOOD CO.	11970	233,893	159,047	74,846
PRECISION TECHNICAL COATINGS	11834	231,236	157,240	73,995
NATIONAL PRESERVE CO.	11750	229,595	156,124	73,470
JACK HOLLAND SR. OIL CO.	10904	213,064	144,883	68,180
NESTLE CO. INC.	10897	212,927	144,790	68,136
AMERICAN HOME FOODS	10733	209,722	142,611	67,111
UNISYS	10683	208,745	141,947	66,798
CALIFORNIA RESIN & CHEMICAL	10467	204,525	139,077	65,448
TRESCO PAINT CO.	8734	170,662	116,050	54,611
FULLER - O'BRIEN CORPORATION	8713	170,252	115,771	54,480
INDUSTRIAL CHEMICAL CO.	8469	165,484	112,529	52,954
SPENCER KELLOGG CO.	8094	158,156	107,546	50,610
INTERNATIONAL PAPER CO.	7550	147,527	100,318	47,208
E. F. HOUGHTON & CO.	7174	140,179	95,322	44,857
PERSONAL PRODUCTS CO.	7075	138,245	94,006	44,238
KELLY PICKERING CHEMICAL	6945	135,705	92,279	43,425
OWENS ILLINOIS GLASS CO.	5828	113,879	77,437	36,441
COURAC OF MONTEREY INC.	5776	112,863	76,746	36,116
GIBSON HOMANS CO.	5571	108,857	74,022	34,834
WITCO CHEMICAL CO.	5561	108,661	73,890	34,771
GONZALES BUCKET CO.	5479	107,059	72,800	34,259
CALDO OIL CO. INC.	5404	105,594	71,804	33,790
UNITED TECHNOLOGY CORP.	5310	103,757	70,555	33,202
WILLARD PRODUCTS	5248	102,545	69,731	32,814

Administrative Order On Consent
US EPA Docket No. 96-01 - Appendix 2

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APPENDIX 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY LORENTZ BARREL AND DRUM SUPERFUND SITE (Rank Sort)

<u>Customer Name</u>	<u>Total Drums</u>	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
BAY SIDE OIL CO.	5188	101,373	68,933	32,439
WRIGLEY CHEWING GUM CO.	4871	95,179	64,721	30,457
U. S. PRINTING INK CORP.	4764	93,088	63,300	29,788
CALNAP TANNING CO.	4755	92,912	63,180	29,732
CROWN ZELLERBACH CORP.	4627	90,411	61,479	28,931
RON AHLPORT INC.	4500	87,930	59,792	28,137
CHEMLINE INDUSTRIES	4453	87,011	59,167	27,843
AMERICAN BAKERIES CO.	4269	83,416	56,723	26,693
MCCORMICK-SCHILLING	4035	78,843	53,613	25,230
VERONICA FOODS CO.	3993	78,023	53,055	24,967
CROSBY PAINT CO.	3951	77,202	52,497	24,704
ECONOMICS LABORATORY INC.	3918	76,557	52,059	24,498
SAN JUAN POOLS	3858	75,385	51,262	24,123
TRI-CAL INC.	3782	73,900	50,252	23,648
BURKE INDUSTRIES CO.	3728	72,845	49,534	23,310
U. S. CELLULOSE CO. INC.	3552	69,406	47,196	22,209
TECHNICAL COATING	3504	68,468	46,558	21,909
BELEVADERE LABORATORIES	3464	67,686	46,026	21,659
GENERAL PRINTING INK CO.	3379	66,025	44,897	21,128
DEL MONTE CORP.	3353	65,517	44,551	20,965
ANACOMP	3314	64,755	44,033	20,721
PENINSULA OIL CO.	3095	60,476	41,123	19,352
GAVALIN PETROLEUM	2989	58,405	39,715	18,689
RHEEM MANUFACTURING CO.	2950	57,643	39,197	18,445
CALIFORNIA SODA CO.	2787	54,457	37,031	17,426
AMERICAN CONTRACTING	2779	54,301	36,925	17,376
GUARDIAN PACKAGING CORP.	2672	52,210	35,503	16,707
DOPACO INC.	2656	51,898	35,290	16,607
CHEMICAL COMPOUNDING CO.	2641	51,605	35,091	16,513
R. & R. OIL CO.	2634	51,468	34,998	16,469
PYRAMID PAINTING INC.	2630	51,390	34,945	16,444
BORDEN, INC.	2589	50,589	34,400	16,188
DEVCO OIL CO.	2492	48,693	33,111	15,581
APEX MARBLE	2474	48,341	32,872	15,469
MCKESSON CORP.	2404	46,974	31,942	15,031
NORDA INC.	2373	46,368	31,530	14,837
PROTECT-O-TOP	2361	46,133	31,371	14,762
SIGNETICS CORP.	2334	45,606	31,012	14,594
PACIFIC CDAST PRODUCTS	2253	44,023	29,936	14,087

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TRIGON CORP.	2214	43,261	29,417	13,843
MITCO PETROLEUM Co.	2132	41,659	28,328	13,330
CENTRAL SOLVENTS & CHEMICAL	2125	41,522	28,235	13,287
DOUG AUSTIN & ASSOCIATES	2060	40,252	27,371	12,880
A & B PAINTING INC.	2049	40,037	27,225	12,811
TRI-VALLEY GROWERS PACKING	2004	39,158	26,627	12,530
VALLEY VIEW PACKING CO. INC.	1951	38,122	25,923	12,199
CALIFORNIA FIBERGLASS	1918	37,477	25,484	11,992
GRIFFITH LABORATORIES INC.	1790	34,976	23,784	11,192
B & W CHEMICAL INC.	1747	34,136	23,212	10,923
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PRESSURE VESSEL SERVICE	307	5,998	4,079	1,919
CONCRETE CHEMICALS	304	5,940	4,039	1,900
		13,185,982	8,966,468	4,238,608

Administrative Order On Consent
US EPA Docket No. 96-01 - Appendix 2

The final Appendix 2 will contain the list of parties who submit executed signature pages to this Administrative Order on Consent ("AOC") by the EPA deadline. Appendix 2 will be sent to the settling parties on the effective date of this AOC as indicated in Paragraph 54.